Docket No.: 127174

## DECLARATION UNDER 35 USC §371(c)(4) FOR PCT APPLICATION FOR UNITED STATES PATENT

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below under my name;

I verily believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought, namely the invention entitled: Control System and Method for Supplying Pressure Means to at Least Two

Hydraulic Consumers

described and claimed in international application number PCT/DE2004/002008 filed September 9, 2004.

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations §1.56.

Under Title 35, U.S. Code §119, the priority benefits of the following U.S. and/or foreign application(s) filed by me or my legal representatives or assigns within one year prior to my international application are hereby claimed:

German Patent Application No. 10342037.01 filed September 11, 2003.

The following application(s) for patent or inventor's certificate on this invention were filed in countries foreign to the United States of America either (a) more than one year prior to my international application, or (b) before the filing date of the above-named foreign priority application(s):

ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION SHOULD BE SENT TO OLIFF & BERRIDGE, PLC, CUSTOMER NUMBER 25944, TELEPHONE (703) 836-6400.

I hereby declare that I have reviewed and understand the contents of this Declaration, and that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

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	of Sole or First Inventor:		Herst		HES8E			
2	Inventor's Signature:		iven Name	Middle Initial	Family Name			
3	Date of Signature:		<i>9</i> 3	07.	2006			
	J		Month	Traff	Year			
	Residence:	Stuttgart			GERMANY			
		City		State or Province	Country			
	Citizenship:							
	Post Office Address: (Insert complete mailing address, including country)		Auberlenweg 13b	· Woes	flingkesses	5		
			20195-Stuttgart, G	ERMANY 70	499 Stuttegar	, L		
N	Note to Inventor: Please sign name on line 2 exactly as it appears in line 1 and insert the actual date of signing on							
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### PATENT APPLICATION

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Horst HESSE

Application No.: 10/570,157

Filed: August 2, 2006

Docket No.: 127174

For:

CONTROL SYSTEM AND METHOD FOR SUPPLYING PRESSURE MEANS TO AT

LEAST TWO HYDRAULIC CONSUMERS

# TRANSMITTAL OF POWER OF ATTORNEY AND STATEMENT UNDER 37 CFR § 3.73(b)

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

Submitted herewith is a Power of Attorney from the Assignee.

In compliance with 37 CFR §3.73(b), the undersigned hereby states that <u>BOSCH</u>

<u>REXROTH AG</u> is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventor of the patent application identified above. A copy of the assignment is attached hereto and is concurrently being submitted for recordation.

The undersigned is authorized to act on behalf of the assignee.

In accordance with 37 CFR §1.36(a), submission of this Power of Attorney revokes any powers of attorney previously given.

ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION SHOULD BE SENT TO OLIFF & BERRIDGE, PLC, CUSTOMER NO. 25944, TELEPHONE (703) 836-6400.

Respectfully submitted,

James A. Oliff

Registration No. 27,075

Randi B. Isaacs

Registration No. 56,046

JAO:RBI/emt

Date: August 2, 2006

BR 7615

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

## **GENERAL POWER OF ATTORNEY**

BOSCH REXROTH AG

hereby appoints the patent practitioners associated with Oliff & Berridge, PLC Customer No. 25944 as attorneys of record to prosecute any and all patents and patent applications in

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Owner Name:

which this General Power of Attorney is filed, a	nd all continuations and divisions thereof,
owned in whole or in part by the above-named	owner, and to transact all business in the
Patent and Trademark Office.	•
The undersigned is authorized to execute	e this document as or on behalf of the owner.
ALL CORRESPONDENCE SHOULD BE SECUSTOMER NO. 25944, TELEPHONE (703)  7. November 2005  Date	

### ASSIGNMENT

(1-8) Insert Name(s)  In consideration of the sum of one dealing (SL) on and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over 10  Insert Name of Assignee  (10) Insert Name of One dealing (SL) on any other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over 10  (10) Insert Address of One BOSCH REXROTH AG  (11) Heidehoftmase 31, 70184 Stuttgart, GERMANY  (Interinstitute designated as the Assignee's bein, successors, usigns and legal representatives, the entire right, title and interest for the United States of America and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, interinstitude, and interest for the United States of American continuation, interinstitude, and interest for the United States of American continuation, interinstitude, and interest of the United States of American continuation, interinstitude, and interest of the United States of American continuation, interinstitude, and interest of the United States of American continuation, interinstitude of the United States of American continuation for which the undersigned has (have) executed an application for patent in the United States of American continuation for the Continuation for filed August 2, 2006  (12) Insert Date of Signing of Cl2 on Agust 2, 2006  (13) Atternative (13) U.S. application Serial Number (14) Insert Date of Signing of Cl2 on August 2, 2006  (14) Atternative (13) U.S. application Serial Number (14) Insert Date of Signing of Cl2 on Continuation Cont	•		(1) Hors	· DESSE				
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In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paids to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to Assignee   (9)   BOSCH REXROTH AG		or inventor(s)			• .			
to cach of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to vite to write to the Assigner (10)   Heidehofismass 31, 70184 Stuttgart, GERMANY    (hereinafter designated as the Assignee) and Assignee's heirs, successor, assigns and legal representatives, and all applications are placed to the United States of America as defined in 35 U.S.C. § 100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and resizue applications, and in Least Two Hydraulic identification in the United States of The Care Number, or Foreign Application Number (11)   Control System and Method for Supplying Pressure Means to at Least Two Hydraulic dentification for which the undersigned has (have) executed an application for patent in the United States of America on even date herewish or  (12) Insert Date of Signing of (12) on Application  (13) Alternative (13) U.S. application Serial Number Identification for filed application on even date herewish or  (14) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or resiste applications for the invention, and any patentify is sating thereon, and also to execute asprace sagnements in connection with such applications and patents as the Assignee may deem necessary.  2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with exhibit the part of the par								
Assignee  Assignee  (10) Insert Address of Assignee  (11) Insert Address of Assignee)  (12) Application Such as Title, Case Number, or Foreign Application Number  (12) Insert Date of Signing of (12) on Application Signification Protection of Insert of Constitute on even date herewith or revended the herewith or filed applications of Protection of Insert of August 2 2, 2006  (13) Alternative (13) List and patents as the Assignee and speciations and patents as the Assignee in owner of patents including and provided in the United States of America and patents as the Assignee and patents as the Assignee and patents as the Assignee and patents are executed an application for patent in the United States of America on even date herewith or a patent			to each of the					
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the entire right, tile and interest for the United States of America as defined in 35 U.S.C. \$100, in the invention, and in all applications for pretent including any and all provisional, dovisional, continuation, international, confirmation, substitute and reissue application(s), and all Letters Patent, extensions, resissues and recuranisation certificates that may be granted on the invention known as a strile, Case Number, or Foreiga Application Number  (Attorney Docket No. 127174    for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or supplying Pressure Means to at Least Two Hydraulic United States of America on even date herewith or supplying Pressure Means to at Least Two Hydraulic Interest Department on even date herewith or supplying Pressure Means to at Least Two Hydraulic Interest Department on even date herewith or supplying Pressure Means to at Least Two Hydraulic Interest Department on even date herewith or supplying Pressure Means to at Least Two Hydraulic Interest Department on even date herewith or supplying Pressure Means to at Least Two Hydraulic Interest Department on even date herewith or supplying Pressure Means to at Least Two Hydraulic Interest Department on even date herewith or supplying Pressure Means to at Least Two Hydraulic Interest Department on even date herewith or supplying Pressure Means to at Least Two Hydraulic Interest Department on even date herewith or supplying Pressure Means to at Least Two Hydraulic Interest Department on the Interest Department of the Interest Department of Signal Pressure Applications for the invention, and any patent Signal Pressure Applications for the invention, and any patent Signal Pressure Applications for the invention, and any patent Signal Pressure Signal Property or similar agreements.  3) Each undersigned agrees to execute all papers and occurrent on with such interference.  3) Each undersigned agrees to executed all papers and occurrent in the Application has declar	(10)	Insert Address of						
Identification such as Title, Case Number, or Foreign Application Number  (Attorney Docket No. 127174  for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or  (12) Insert Date of Signing of (12) on Application  (13) Alternative (13) U.S. application Serial Number 10/570, 157  (14) Insert Date of Signing of (12) on Application Serial Number 10/570, 157  (15) Alternative (16) Eventual Serial Number 10/570, 157  (16) Lack undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in very way possible in obtaining evidence and going forward with such interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with claims or provisions of the International Convention of Industrial Property or similar agreements.  4) Each undersigned agrees to execute all papers and documents and perform any act which may be declared concerning any applications or provisions of the International Convention of Industrial Property or similar agreements.  4) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States spatent to the Assignee.  5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States spatent and Trademark Office for recordation of this document.  5) E			the entire righ invention, and continuation,	it, title and interest for t in all applications for international, confirma	he United States of An patent including any a tion, substitute and reis	nerica as defined in 35 U.S nd all provisional, non-pro- ssue application(s), and all	i.C. §100, in the visional, divisional, Letters Patent,	
Number, or Foreign Application Number  (Attorney Docket No. 127174  for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or  (12) Insert Date of Signing of (12) on Application  (13) Alternative (13) U.S. application Serial Number Identification for filed applications filed August 2, 2006  (14) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.  2) Each undersigned agrees to execute all papers necessary in connection with any application and patents as the Assignee may deem necessary.  3) Each undersigned agrees to execute all papers necessary in connection based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.  3) Each undersigned agrees to execute all papers necessary in connection based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.  3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.  4) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.  4) Each undersigned dustries and all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination agrant of a valid United States patent to the Assignee.  5) Each undersigned hereby grants the firm of OLEF & BERRIDGE, PLOTe be pover	(11)	Identification such as Title, Case	(11) <u>Cont</u>	rol System and Metho	d for Supplying Pressi	ire Means to at Least Two	Hydraulic	
Application Number (Attorney Docket No. 1271.74 for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or  (12) Insert Date of Signing of (12) on Application  (13) Alternative (13) U.S. application Serial Number Identification for filed applications filed Publications  (14) Alternative (15) August 2, 2006  (15) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or recissue applications and patents as the Assignee may deem necessary.  (16) Each undersigned agrees to execute all papers necessary in connection with any application and patents as the Assignee may deem necessary.  (17) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or oroninuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.  (18) Each undersigned agrees to execute all papers necessary in connection based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.  (18) Each undersigned agrees to execute all papers and columents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.  (18) Each undersigned agrees to execute all papers and columents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.  (18) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignce, as Assignee			Cons	umers				
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Date Inventor Signature (SEAL)  This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. Ineither, then it should be signed before at least two witnesses who also sign here:	claims of reexaming Patents full right and agroidentific	lication or continuation or dignee in every way possible  3) Each undersigned agree or provisions of the Internati  4) Each undersigned agree nation a grant of a valid Un  5) Each undersigned author of the United States resulting to convey the entire interects that this assignment is b  6) Each undersigned herelecation that may be necessary	livision thereof, of in obtaining evides to execute all ponal Convention es to perform all a ited States patent orizes and requesing from said appliant herein assigned inding on him and by grants the firm	or any patent or reissue ence and going forwar papers and documents for Protection of Indu- affirmative acts which to the Assignee. ts the Commissioner of ication(s) to the said A d, and that he has not ed d his heirs, successors to of OLIFF & BERRIDG	application based the d with such interferent and perform any act wastrial Property or simil may be necessary to of the U.S. Patent and ssignee, as Assignee executed, and will not assigns and legal repect, PLC the power to in	reon, for the invention, ar ce. hich may be necessary in ar agreements. btain, maintain or confirm Trademark Office to issue of the entire interest, and confirm execute, any agreements in resentatives.	nd to cooperate with connection with in by reissue or any and all Letters covenants that he has in conflict herewith,	
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neither, then it should be signed before at least two witnesses who also sign here:  Date 03.07.2006 Witness	Date			Inventor Signatur	e		(SEAL)	
		then it should be signed bef	fore at least two w	vitnesses who also sigr	here:	S.A. (b) a U.S. Consul if o	outside the U.S.A.	
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